

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

LAURA & BARRY PARIPSKY :

VS.

NO.

07-09741

Cingular Wireless, et al:

CIVIL COVER SHEET

Local Rule 205.2(b) requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

<u>Commencement of Action: (check one)</u> <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdiction <input type="checkbox"/> Declaration of Taking		<u>Amount in Controversy:</u> <input checked="" type="checkbox"/> \$50,000 or less <input type="checkbox"/> More than \$50,000
<u>Case Type and Code (check the most specific classification ONLY):</u>		
<u>Appeals</u> <input type="checkbox"/> DJ - Money Judgment <input type="checkbox"/> DJ - Landlord/Tenant <input type="checkbox"/> Drivers License Suspension <input type="checkbox"/> Vehicle Registration Suspension <input type="checkbox"/> Local Agency <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Zoning/Land Use	<u>Real Property</u> <input type="checkbox"/> Ejectment <input type="checkbox"/> Quiet Title <input type="checkbox"/> Mechanics Lien <input type="checkbox"/> Mortgage Foreclosure <input type="checkbox"/> Partition <input type="checkbox"/> Replevin <input type="checkbox"/> Other	<u>Negligence</u> <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos <input type="checkbox"/> Other Toxic Tort <input type="checkbox"/> Other
<u>Contract</u> <input type="checkbox"/> Construction <input type="checkbox"/> Employment <input type="checkbox"/> Other	<u>Professional Liability</u> <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Other	<u>Miscellaneous</u> <input type="checkbox"/> Appointment of Arbitrator <input type="checkbox"/> Class Action <input type="checkbox"/> Confession of Judgment <input type="checkbox"/> Debt Collection <input type="checkbox"/> Eminent Domain <input type="checkbox"/> Name Change <input type="checkbox"/> Wrongful Death
<u>Intentional Tort</u> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Libel/Slander <input type="checkbox"/> Fraud <input type="checkbox"/> Other	<u>Equitable Relief</u> <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Other	
<input type="checkbox"/> <u>Other</u> : _____ (specify)		

Exhibit "A"

**This is a Major Jury Matter
Assessment of Damages Required**

**PROCHNIAK WEISBERG, P.C.
MATTHEW B. WEISBERG, ESQUIRE
IDENTIFICATION NO.: 85570
7 So. Morton Avenue
Morton, PA 19070
610-690-0801**

ATTORNEY FOR PLAINTIFF

Laura and Barry Paripsky, H/W
187 Camp Meeting Road
Willow Grove, PA 19090

**MONTGOMERY COUNTY
COURT OF COMMON PLEAS**

v.

American Cellular Network Co., d/b/a
Cingular Wireless
Glenridge Highlands II
5565 Glenridge Connector
Atlanta, PA 30342

NO.:

And

Atlantic Wireless Group, Inc., c/o Corporation
Service Company PA d/b/a Cingular Wireless
580 North Main Street
Barnegat, NJ 08005

And

Delaware Valley PCS Communicators,
LLC d/b/a
Cingular Wireless
5565 Glenridge Connector
Atlantic, PA 30342

And

AT&T Inc., s/i/i/t Cingular Wireless
175 E. Houston
San Antonio, TX 78205

COMPLAINT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte

may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Philadelphia Bar Association
One Reading Center
11th & Market Streets
Philadelphia, PA 19107
215-238-6333

tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Philadelphian Bar Association
One Reading Center
11th & Market Streets
Philadelphia, PA 19107
215-238-6333

07 JUN 25 PM 11:21
U.S. DISTRICT COURT
PHILADELPHIA, PA

**This is an Arbitration Matter
Assessment of Damages Required**

**PROCHNIAK WEISBERG, P.C.
MATTHEW B. WEISBERG, ESQUIRE
IDENTIFICATION NO.: 85570
7 So. Morton Avenue
Morton, PA 19070
610-690-0801**

ATTORNEY FOR PLAINTIFF

Laura and Barry Paripsky H/W
187 Camp Meeting Road
Willow Grove, PA 19090

MONTGOMERY COUNTY
COURT OF COMMON PLEAS

v.

American Cellular Network Company d/b/a
Cingular Wireless
Glenridge Highlands II
5565 Glenridge Connector
Atlanta, GA 30342

NO.:

And

Atlantic Wireless Group, Inc., c/o Corporation
Service Company PA d/b/a Cingular Wireless
580 North Main Street
Barnegat, NJ 08005

And

Delaware Valley PCS Communicators,
LLC d/b/a
Cingular Wireless
5565 Glenridge Connector
Atlanta, GA 30342

And

AT&T, Inc. s/i/t Cingular Wireless
175 E. Houston
San Antonio, TX 78205

COMPLAINT

1. Plaintiffs, Laura Paripsky and Barry Paripsky, are adult individuals and husband and wife residing at the above captioned address.
2. Defendant, American Cellular Network Company, doing business as Cingular Wireless, is a duly licensed limited liability company operating in the Commonwealth of Pennsylvania, in the City

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MONTGOMERY COUNTY, PA

of Philadelphia, doing business as Cingular Wireless at the above captioned address, with a registered agent authorized to receive service of process at the address.

3. Defendant, Atlantic Wireless Group, Inc., c/o Corporation Service Company PA, doing business as Cingular Wireless, is a duly licensed limited liability company operating in the Commonwealth of Pennsylvania, in the City of Philadelphia, doing business as Cingular Wireless at the above captioned address, with a registered agent authorized to receive service of process at that address.

4. Defendant, Delaware Valley PCS Communicators, LLC doing business as Cingular Wireless is a duly licensed limited liability company operating in the Commonwealth of Pennsylvania, in the City of Philadelphia, doing business as Cingular Wireless at the above captioned address, with a registered agent authorized to receive service of process at the address.

5. Defendant AT&T, Inc., successor in interest to Cingular Wireless, is a duly licensed corporation with a registered agent authorize to receive service of process at the above address.

6. On or about May 28, 2005, Plaintiff, Laura Paripsky, was a business invitee lawfully present on the Willow Grove Naval Air Station, and while there was injured by a ball thrown into the crowd by Defendants due to the negligence, carelessness and recklessness of Defendants, including, but not limited to, the following:

- a. negligently, carelessly and recklessly creating a dangerous situation knowing or having reason to know that this would cause a dangerous condition for persons such as Plaintiff, which condition Defendants had, could or should have had knowledge and notice of in time to have remedied same;
- b. failing to warn Plaintiff of the dangerous condition;
- c. failing to take into consideration that throwing an object may cause a dangerous situation and warn those persons prior to allowing them to become exposed to the dangerous situation;
- d. failing to properly inspect and maintain the premises;
- f. failing to properly staff and adequately supervise others to maintain said premises;
- g. negligently, carelessly and recklessly causing the dangerous condition on the premises; and
- h. violating the ordinances and laws of the situs municipality and controlling governments;

i. otherwise negligent, careless and reckless conduct under the circumstances.

7. As a direct result of the aforesaid negligence, carelessness and recklessness of the Defendants, their agents, servants, workmen and employees, Plaintiff, Laura Paripksy, sustained severe and serious and permanent personal injuries including, but not limited to, left eye injury, retinal tear, traumatic episcleritis, microhyphema, bruising of the lower lid, laceration on upper lid, floaters, laser surgery, and various other injuries, in addition to shock and injury to her nerves and nervous system the exact extent of which are not yet fully known, any and all of which may be permanent and may be revealed through continuing discovery and/or at trial.

8. As a further result of the aforesaid negligence, carelessness and recklessness of Defendants, their agents, servants, workmen and employees, Plaintiff, Laura Paripsky, suffered great pain and agony, humiliation, embarrassment and emotional distress and may continue to suffer same for an indefinite period of time, perhaps permanently.

9. As a further result of the aforesaid negligence of Defendants, their agents, servants, workmen and employees, Plaintiff, Laura Paripsky, has been and may in the future be disabled and unable to pursue her usual occupations, activities and pleasures of daily living and has or may have suffered a loss and depreciation of her earning power and earning capacity which may be permanent.

10. As a further result of the aforesaid occurrence, Plaintiff, Laura Paripsky, has incurred and may hereafter incur other financial expenses including, but not limited to, costs for medical care and medical attention, which she is entitled to recover.

WHEREFORE, Plaintiffs, Laura and Barry Paripsky, demand Judgment against Defendants, Cingular Wireless, in an amount not in excess of Fifty Thousand (\$50,000.00) Dollars, together with interest and costs and such other and further relief as this Honorable Court deems necessary and just, including attorneys fees.

COUNT II – LOSS OF CONSORTIUM
BARRY PARIPSKY

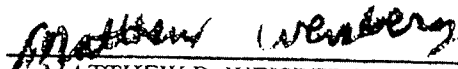
11. Plaintiff incorporates paragraphs 1 through 10 above as though same were fully set forth herein at length.

13. Plaintiff, Barry Paripsky, is the husband of Plaintiff, Laura Paripsky, and as a result of the negligent, careless and reckless conduct of Defendants, Plaintiff, Barry Paripsky, has lost and/or will lose the companionship, consortium, society and services of Wife-Plaintiff, Laura Paripsky, to his great personal detriment and loss.

WHEREFORE, Plaintiffs, Laura and Barry Paripsky, demand Judgment against Defendants, Cingular Wireless, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars, together with interest and costs and such other and further relief as this Honorable Court deems necessary and just, including attorneys fees.

PROCHNIAK WEISBERG, P.C.

By:



MATTHEW B. WEISBERG, ESQUIRE

Rebecca M. Steiger, Esquire

Attorney for Plaintiffs

VERIFICATION

The facts contained in the foregoing are true based upon the signer's personal knowledge or information and belief. If the foregoing contains averments which are inconsistent in fact, signer has been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true, but signer has knowledge or information sufficient to form a belief that one of them is true. The language of this pleading is that of counsel and not of signer. This verification is made subject to the penalties of 18 PA C.S.A. §4904 relating to unsworn falsification to authorities.

Signature

Matthew Weisberg

Print name

Matthew B. Weisberg

TITLE

Attorney for Plaintiff

Date:

4/23/07